

APPROVED AS TO FORM

AGREEMENT AND GRANT OF EASEMENT

1400-26-3

ASSISTANT CITY ATTORNEY

THIS AGREEMENT, made on 23th day of October 1962, by THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation of the State of California, hereinafter referred to as "Metropolitan", and the CITY OF RIVERSIDE, a municipal corporation, hereinafter referred to as "City",

W I T N E S S E T H:RECITALS

WHEREAS, Metropolitan is the fee owner of Parcel 1400-26-3 on the Upper Feeder pipe line, described in grant deed, recorded September 26, 1935, in Book 254, page 276, of Official Records, in the office of the County Recorder of Riverside County, California; and

WHEREAS, City has requested that Metropolitan grant to it an easement 88 feet wide, and 10-foot slope easements on each side of the 88-foot wide easement, across Metropolitan's 150-foot wide Upper Feeder fee-owned right of way Parcel 1400-26-3, for the construction, maintenance, and use of a roadway, to be known as Central Avenue Extension;

NOW, THEREFORE,

FOR A VALUABLE CONSIDERATION, METROPOLITAN hereby grants to the CITY an easement for road purposes upon, over and across a strip of land 88 feet wide, with 10-foot wide slope easements on each side of said 88-foot wide easement within the boundaries of Metropolitan's Upper Feeder fee-owned 150-foot wide right of way Parcel 1400-26-3, said strip of land 88-foot wide lying 44 feet on each side of the following described center line:

Commencing at the quarter corner on the east line of Section 31, Township 2 South, Range 5 West, San Bernardino Base and Meridian;

Thence South 89° 18' West 256.01 feet to the beginning of a 1500 foot radius curve concave northerly;

Thence westerly along said curve through an angle of 16° 54' 14", an arc distance of 442.54 feet to a point on the northeasterly right of way line of the Metropolitan Water District of Southern California, being also the TRUE POINT OF BEGINNING of this center line description;

Thence continuing westerly along said curve through an angle of 3° 31' 18", an arc distance of 92.20 feet to an intersection with the center line of said right of way, said intersection being distant South 17° 35' 06" East along the center line of said right of way Parcel 1400-26-3 a distance of 441.45 feet from the northwesterly terminus

4/8  
HB

4458

APPROVED AS TO DESCRIPTION

J. MARTINEZ

City of Riverside

Public Works

Engineer

11-1-62

of that certain course in the survey line description of said right of way Parcel 1400-26-3 having a bearing and distance of North 17° 33' 09" West 856.26 feet as described in said deed recorded September 26, 1935, in Book 254, page 276, of said Official Records;

Thence continuing westerly along said curve through an angle of 3° 41' 43", an arc distance of 96.74 feet to a point on the southwesterly line of said right of way and the end of this center line description.

The side lines of the above said 88-foot strip shall be lengthened or shortened along their curves to terminate at the northeasterly and southwesterly lines of said right of way.

#### SLOPE EASEMENT -

Two strips of land for roadway slope purposes 10 feet wide, one along each side and parallel with the above described 88-foot strip.

SAID EASEMENTS ARE GRANTED BY METROPOLITAN AND ACCEPTED BY CITY, SUBJECT TO THE COVENANTS AND CONDITIONS HEREINAFTER SET FORTH:

1. City's use of the area of Metropolitan's land shall at all times be subject to the paramount right of Metropolitan's right to use the said land for the purposes set forth in the grant deed referred to in the first recital herein.

2. City shall save harmless and indemnify Metropolitan, its officers, and employees from and against any and all loss, damage, liability, and costs, and expenses of any kind whatsoever, including attorneys' fees and the expense of legal and other work by Metropolitan's officers or employees, which they or any of them may sustain, incur, or become liable for, directly or indirectly, and which, in any manner, arise out of the rights or privileges granted herein, or out of any action or omission by either party hereunder.

3. City shall pay all cost and expense of the construction and maintenance of any road or slope constructed on said easements granted herein, and Metropolitan shall not be liable for costs of any kind whatsoever in connection therewith.

4. In the event Metropolitan determines it is necessary to change, alter, construct, reconstruct, protect or relocate any of its transmission lines, telephone lines, pipe lines, or other structures or facilities, because of the construction and maintenance of any road or slope on said easements, City shall pay to Metropolitan the cost of such change, alterations, construction, reconstruction or relocation.

5. All of the terms, covenants and conditions of these easements shall inure to the benefit of and be binding upon the successors and assigns of Metropolitan and City, respectively.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By [Signature]  
General Manager and Chief Engineer

CONSENT TO RECORDATION

THIS IS TO CERTIFY that the interest in real property conveyed by the Deed or Grant dated \_\_\_\_\_

From: [Signature]

For: [Signature]

to the City of Riverside, a municipal corporation, is hereby accepted for and on behalf of said City pursuant to Resolution of the City Council thereof recorded on 12-3-58 in Bk. 2374 O.R. pg. 339 Et Seq. Riverside County Records, and the Grantor hereby consents to recordation of this instrument through the undersigned.

CITY OF RIVERSIDE

By [Signature]  
Mayor

Attest  
By [Signature]  
City Clerk

Return deed to \_\_\_\_\_  
Riverside, California

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss

On this 23rd day of October, 1962, before me, Paulina Jacobs, a Notary Public in and for said County and State, personally appeared R. A. SKINNER, known to me to be the General Manager and Chief Engineer, and JAMES J. MARQUARDT, known to me to be the Executive Secretary, of The Metropolitan Water District of Southern California, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

[Signature]  
Notary Public in and for the  
County of Los Angeles, State  
of California.

W'y line, Sec. 32,  
T25, R5W, S.B.B. & M.

1/4 Corner

$S 00^{\circ}00'50''E$   
511.86'

44' 20' 24'

LOT 1  
30

$S 00^{\circ}42'E$

LOT 34

Curve Data:  
 $R = 1500'$   
 $\Delta = 28^{\circ}00'00''$   
 $T = 373.99'$   
 $L = 733.04'$

B.C.

LOT 2

(1)

463.02'

FREMONT

$S 16^{\circ}12'14''W$

$S 19^{\circ}43'32''W$

$S 23^{\circ}25'15''W$

WATER

$N 17^{\circ}35'06''W, 389.75'$

M.W.R. Conc. Mon.

E.C.

$S 27^{\circ}18'W$

Per R/S  
33/63

METROPOLITAN

LOT 31

TRACT

AVE.

LOT 35

LOT 1

ADDITION  
M. B. 7-7, Rec Riv. Co.

ORDWAY ST.

Vacated